

Declaration of Covenants, Conditions, Restrictions and By-Laws

Queens Cove Homeowners
Association, Inc

Recorded 04/09/2002 Richard M. Weiss, Clerk of Court, Polk County Florida

**DECLARATIONS OF COVENANTS, CONDITIONS,
RESTRICTIONS AND BY-LAWS
QUEENS COVE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, ENDRE LENGYEL, ISTVAN MAKLARI, ENDRE ANSCHAU, KEITH LABODA, DEBRA J. LABODA, and CARRINGTON HOMES CORP., a Florida corporation, imposed certain Covenants, Conditions and Restrictions under an instrument dated February 12, 1990, filed May 29, 1990, and recorded in Official Records Book 2859, pages 0577-0586, public records of Polk County, Florida, and which said Covenants, Conditions and Restrictions were amended under an instrument dated August 16, 1991, filed November 19, 1991, recorded in Official Record Book 3035, pages 1357-1367, public records of Polk County, Florida, and

WHEREAS, a Supplement to Declarations of Covenants, Conditions and Restrictions Queens Cove Homeowners Association, Inc. was dated December 21, 1992 and recorded February 24, 1993 in Official Records Book 3204, page 2283, public records of Polk County, Florida, and

WHEREAS, a Second Supplement to Declarations of Covenants, Conditions and Restrictions Queens Cove Homeowners Association, Inc. was dated August 18, 1994 and recorded August 25, 1994 in Official Records Book 3430, page 2191, public records of Polk County, Florida, and

WHEREAS, a Third Supplement to Declarations of Covenants, Conditions and Restrictions Queens Cove Homeowners Association, Inc. was dated May 15, 1998 and recorded May 29, 1998 in Official Records Book 4035, page 0517-0518, public records of Polk County, Florida.

NOW, THEREFORE, the Queens Cove Homeowners Association, Inc., in January 2002, now solely owned by private homeowners, hereby establishes the following Articles and By-Laws as written and amended as follows:

**ARTICLE I
NAME**

This corporation shall be known as QUEENS COVE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not for Profit (hereinafter called the "Association") as set forth in Articles of Incorporation filed with the Secretary of State (hereinafter called the "Articles").

**ARTICLE II
OFFICES/CORRESPONDENCE**

The principal correspondence address shall be 3542 Majesty Loop, Winter Haven, FL 33880.

**ARTICLE III
DEFINITIONS**

SECTION 1. "Association" shall mean and refer to Queens Cove Homeowners Association, Inc., its successors and assigns.

SECTION 2. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3. "Common Area" shall mean all real property, if any, and easements, (including the improvements thereto) owned by the Association or granted to the Association for the common use and enjoyment of the owners, including but not limited to the operation and maintenance of the surface

ALVIN R. ALMAN
3727 IMPERIAL DRIVE
WINTER HAVEN, FL 33880

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DEPUTY CLERK S. WIGGINS

water management system as permitted by the Southwest Florida Water Management District including all lakes, if any, retention areas, culverts and related appurtenances.

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common areas and dedicated areas within the development.

SECTION 5. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

SECTION 6. "Declaration" shall mean and refer to the Master Declaration of Covenants and Conditions applicable to the properties recorded in the Official Record Books of Polk County, Florida.

SECTION 7. "Member" shall mean and refer to those persons entitled to membership as provided in Article V of the Articles of Incorporation.

ARTICLE IV PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the common areas hereof which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(A) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common areas.

(B) The right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(C) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

SECTION 2. DECLARATION OF USE. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Each owner shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

**ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS**

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each lot owned within the properties, hereby covenants and each owner of any lot by acceptance of a Deed thereof, whether or not it shall be so expressed in such Deed, is deemed to covenant and agrees to pay the Association: (1) annual assessments or charges, (2) special assessment for capital improvements, (3) lake lot assessments, if applicable; and (4) all such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvements and maintenance of the common areas, including but not limited to the operation and maintenance of the surface water management system. The assessment shall also be used to maintain the landscaping and other improvements on the boulevards, entrances, medians, and other dedicated areas within the properties. Additionally, the assessment shall be used to maintain street lights, roads, directional signs, informational signs identifying the subdivision, sign lighting and utilities within the properties, if necessary.

SECTION 3. MAXIMUM ANNUAL ASSESSMENTS AND DECLARANTS OBLIGATION TO PAY ASSESSMENTS.

(A) The initial maximum annual assessment against owners shall be Sixty (\$60.00) Dollars per lot.

(B) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.

(C) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 15% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(D) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas including fixtures and personal property related thereto, if any, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to case majority of all votes of each class of membership shall constitute a quorum.

SECTION 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessment shall be sent to every owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of 12% per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII USE RESTRICTIONS

VIOLATION. If any person claiming by, through, or under the Association, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Association or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violations. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorneys' fees. Invalidation of any of these covenants by Judgment of Court Order shall in no wise affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

SECTION 2. RESIDENTIAL LOTS. All lots included within the real estate to which these restrictions pertain shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of the said lots, other than one-single family dwelling unit not to exceed thirty-five (35) feet in height, no contain less than a minimum of 900 square feet of living area. All square footage shall be measured by outside dimensions exclusive of garage, screened or unscreened porches and covered walkways, breezeways and approaches. All construction shall be of new materials. These restrictions preclude and prohibit the construction of basements under any dwelling. No carports shall be allowed.

No garage shall be erected on any lot in said subdivision prior to the construction of a dwelling. If a garage is built simultaneously with or subsequent to the construction of the dwelling, it shall conform architecturally with the dwelling and shall be constructed of the same materials. All garages shall have movable overhead doors.

SECTION 3. No building shall be located upon any residential building lot which is not in compliance with the setback requirements approved for the property by Polk County.

SECTION 4. NO OFFENSIVE ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which constitutes a public nuisance.

SECTION 5. NO TEMPORARY STRUCTURES. Unless otherwise specifically allowed or permitted under these covenants, no trailer, basement, tent, shack, garage, or barn shall at any time be placed temporarily or permanently upon the property. No structure shall be erected on common areas adjacent to individually owned property.

SECTION 6. FENCES. All fences shall not exceed six (6) feet in height across the rear lot line and the side lot lines running from the rear property line to the back of the home. All fences to be erected on the side lot lines to be erected from the back of the home to the street shall not exceed three (3) feet in height. No fences shall be erected on common areas by homeowners.

SECTION 7. AERIALS; ANTENNAS; SATELLITE DISHES. Exterior radio aerials, television or cable antennas, or satellite dishes shall not be attached to the front or side of any dwelling house, but, if used, shall be located at the rear thereof. Additionally, no aerials, television or cable antennas or satellite dishes shall be extended to a height of more than fifteen (15) feet above the roof ridge line to which the aerial, cable, antenna, or dish is constructed.

SECTION 8. OUTDOOR CLOTHES DRYING. No outdoor clothes drying shall be allowed.

SECTION 9. EASEMENTS. The Association hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under (1) the common areas and (2) all easements of record as described on the plat of Queens Cove as recorded in Plat Book 89, Page 4, Public Records of Polk County, Florida.

The Association shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and right referred to in this section. The owners of the lot subject to the privileges, rights, and easements referred to in this section shall acquire no right, title or interest in or to any pipes, lines, or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements and the sole and exclusive property of the Association.

SECTION 10. PARKING. All motor vehicles located on any lot shall carry a current year's license tag registration. No house-trailers or mobile homes shall be parked on any lot at any time. Additionally, there shall be no parking of any trucks of any nature, including vans and/or campers upon the rights-of-way of the platted roadways within or outside of and adjacent to the subdivision. Further, there shall be no parking of any trucks of any nature, other than pick-up trucks, vans, or campers upon a lot. No vehicles may be stored upon any lot other than boats and boat trailers, which must be stored either in the garage or on the rear of each lot or under an appropriate shelter. All motor vehicles, cycles and other engine-run apparatus located and/or run within the subdivision by a lot owner, their guests and/or invitees, will carry legal sound control devices as prescribed by the manufacturer.

In accordance with Polk County ordinances, no vehicles shall be parked on the county-owned roadways within the community. All vehicles shall be parked either in the homeowners' drive way or on their lot.

SECTION 11. PETS. No livestock, poultry, or other farm animals of any kind shall be raised, bred or kept on any lot. Dogs, cats and other household pets may be kept on a lot provided that they are not raised, kept, bred or maintained for any commercial purpose and that proper restraint and control by use of a leash and/or secure enclosure are used in the keeping of them.

SECTION 12. ARCHITECTURAL CONTROL COMMITTEE WAIVER. In the event that a violation of any of these restrictions shall inadvertently occur which violation shall not be of such nature to defeat the intent

and purpose of these covenants, the Board of Directors of the Homeowners Association shall have the right and authority to waive such a violation.

SECTION 13. TRASH. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and shall be kept only in closed containers and all equipment for the storage of disposal of such materials shall be kept in clean and sanitary condition. No trash containers shall be maintained or kept at curbside or in front of individual homes.

SECTION 14. SIGNS. No sign of any kind may be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent. Further, no signs advertising personal sales (i.e. garage or yard sales) shall be erected in the center island located at the entrance of the subdivision.

SECTION 15. COMMON AREAS. No improvements shall be constructed upon any portion of the common areas without the approval of the Board of Directors of the Homeowners Association. These areas shall be maintained by the Association as open recreational areas and roadways as provided in the plats of the property for the use and benefit of all lot owners.

- (A) No activities constituting a nuisance shall be conducted upon common areas.
- (B) No rubbish, trash, garbage, or other discarded items shall be placed or allowed to remain upon common areas.
- (C) The Association may from time to time adopt reasonable rules and regulations concerning the use of the common area which shall be binding upon all members of the Association.
- (D) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the property owned by the Association. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the common areas. Said insurance policies shall be in the name of the Association for the benefit of the Association members and owners of record and such other parties as the Association deems necessary. The aforesaid insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable.
- (E) At all times hereafter, all capital improvements to the common areas, except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the common areas, shall require the approval of two-thirds (2/3) of the votes entitled to be cast.

The common area may not be mortgaged or conveyed without the consent of two-thirds (2/3) of the lot owners.

SECTION 16. PROPERTY MAINTENANCE. In the event an owner of any lot shall fail to maintain the premises and improvements situated thereon which is not in accordance with the covenants, conditions and restrictions outlined herein, including landscaping, grass and shrubbery, the owner shall be notified and given thirty (30) days in which to correct or abate the situation. If the owner fails to do so, the Homeowners Association shall have the right (although it shall not be required to do so) to enter upon said lot for the purpose for repairing, maintaining and restoring the lot and the exterior of the buildings and other improvements located thereupon at the sole cost of the owner of said lot. The cost of such repair, maintenance and restoration shall thereupon constitute a lien upon said lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance, and enforcement of

said lien shall be in accordance with the Mechanics Lien Law of the State of Florida, and the owner of said lot shall, by virtue of having acquired said lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to any first mortgage lien.

SECTION 17. UTILITIES. Polk County, or its successors, has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from Polk County or its successors or assigns. All sewage from any building must be disposed of through the sewage lines or through the septic tank lines and disposal plant owned by and controlled by Polk County, or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. Polk County has a non-exclusive perpetual easement and right in and to, over and under property as described in this Declaration and the plat of the property for the purpose of installation and/or repair of water and sewage facilities.

ARTICLE VIII GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY. Invalidation of any of these covenants or restrictions by Judgment or Court Order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by two-thirds (2/3) of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the lot owners. Any Amendment must be recorded.

Owners anticipate and may accomplish platting and developing additional lots under other phases of Queens Cove Subdivision and therefore, Owners, their heirs, personal representatives and assigns retain and reserve the right to amend this Declaration of Restrictions together with, but not limited to the Articles of Incorporation of Queens Cove Homeowners Association, Inc., a Florida Non-profit corporation, and its By-Laws, without notice and without the authorization or consent of any lot owner, for the purpose of incorporating additional phases to the Queens Cove Subdivision as such additional phases are developed.

ARTICLE IX MEETINGS OF MEMBERS

SECTION 1. ANNUAL MEETINGS. The first annual meeting of the members shall be held in January 1992 on a date determined by the Board of Directors and each subsequent regular annual meeting of the members shall be held in January of each year thereafter at an hour to be determined by the current Board of Directors.

SECTION 2. SPECIAL MEETINGS. Special meetings of the members may be called at any time by the President of the Board of Directors, or upon written request of one-fourth (1/4) of the voting members.

SECTION 3. NOTICE OF MEETINGS. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice postage prepaid, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

SECTION 4. QUORUM. The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present or represented.

SECTION 5. ACTION TAKEN WITHOUT A MEETING. The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**ARTICLE X
DESIGNATION/APPOINTMENT, POWERS
AND DUTIES OF THE BOARD OF DIRECTORS**

SECTION 1. DESIGNATION/APPOINTMENT OF BOARD MEMBERS. At each annual meeting, volunteers and/or nominations will be entertained to serve as Directors. These designees shall be ratified by the voting membership to serve for a term of one year. No term limits shall be conferred until such time as the volunteering Director no longer wishes to serve on the Board of Directors. Members who choose to serve on the Board may resign their position at any time.

SECTION 2. POWERS. The Board of Directors shall have power to:

- (A) Adopt and publish rules and regulations governing the use of the common areas and dedicated areas, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (B) Suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment for more than thirty (30) days of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (C) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (D) Declare the office of a member of the Board of Directors to be vacant in the event such member is absent from three (3) consecutive regular meetings of the Board of Directors; and
- (E) Enter into management agreements or employ a manager, an independent contractor, or such other employees as they may deem necessary, and to prescribe their duties.

SECTION 3. DUTIES. It shall be the duty of the Board of Directors to:

- (A) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special

meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

- (B) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (C) As more fully provided in the Declaration;
 - 1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
 - 2. Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - 3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (D) Issue or cause an appropriate officer to issue upon demand by any person a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (E) Procure, pay for and maintain adequate liability and hazard insurance on real and personal property owned by the Association;
- (F) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;
- (G) Cause the common areas and dedicated areas to be maintained.

ARTICLE XI OFFICERS

SECTION 1. ENUMERATION OF OFFICERS. The officers of this Association shall be President, Vice President, and a Secretary/Treasurer who shall at all times be members of the Board of Directors, and such other officers as the Board may, from time to time, create by resolution. There shall be no more than nine (9) voting members/directors on the Board of Directors. In the event that an even number of directors exists, the President shall become a non-voting member until such time as another director is appointed.

SECTION 2. ELECTION OF OFFICERS. The election of officers shall take place at the first regular meeting of the Board of Directors following each annual meeting of the members.

SECTION 3. TERM. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign or shall be removed, or otherwise disqualified to serve.

SECTION 4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of which shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

SECTION 5. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignations shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. VACANCIES. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

SECTION 7. QUORUM OF BOARD OF DIRECTORS. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transactions of business.

SECTION 8. MULTIPLE OFFICES. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

SECTION 9. DUTIES OF OFFICERS. The duties of the officers are as follows:

- (A) PRESIDENT. The President shall preside at all meetings of the Board of Directors; shall see that orders and regulations of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- (B) VICE PRESIDENT. The Vice President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board of Directors.
- (C) SECRETARY/TREASURER. The Secretary/Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the members; keep appropriate current record showing the members of the Association together with their addresses; receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by Resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE XII COMMITTEES

SECTION 1. CREATION AND FUNCTION OF COMMITTEES. The Board of Directors may, by resolution passed by a majority of the whole board, designate committees, each to consist of two (2) or more of the Directors of the Association. Committees shall have such functions and may exercise the powers of the Board of Directors as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or committees.

SECTION 2. MEETINGS OF COMMITTEES. Regular meetings of committees may be held without notice at such time and at such place as shall from time to time be determined by such committee, and special meetings of the committees may be called by any member thereof upon two (2) days notice to each of the other members of such committee, or on such shorter notice as may be agreed to in writing or verbally by each of the other members of such committee.

SECTION 3. VACANCIES ON COMMITTEES. Vacancies on the committees shall be filled by the Board of Directors then in office at any regular or special meeting.

SECTION 4. QUORUM OF COMMITTEES. At all meetings of the committees, a majority of the committee's members then in office shall constitute a quorum for the transactions of business.

SECTION 5. MANNER OF ACTING OF COMMITTEES. The acts of a majority of the members of the committees, present at any meeting at which there is a quorum, shall be the act of such committee.

SECTION 6. MINUTES OF COMMITTEES. Committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

**ARTICLE XIII
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, Articles of Incorporation, and By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XIV
FISCAL YEAR**

The fiscal year of the Association shall begin on January 1.

**ARTICLE XV
RULES OF ORDER**

Robert's Rules of Order shall be the parliamentary authority for all matters of procedure not specifically covered by these By-Laws.

**ARTICLE XVI
AMENDMENTS**

SECTION 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

SECTION 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the event of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XVII
ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12) percent per annum. The Association may bring an action of law against the owner personally obligated to pay the same of foreclose the lien against the property, and interest and cost and all attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

**ARTICLE XVIII
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Queens Cove Homeowners Association, Inc., a Corporation Not for Profit.

IN WITNESS WHEREOF, we, being all the Directors of Queens Cove Homeowners Association, Inc., have hereunto set our hands this 7th day of April, 2002.

299-8817
Sherry Barrios
Sherry Barrios

Alan Ramkhalawan
Alan Ramkhalawan

Mark Henry
Mark Henry

Bill Smutak
Bill Smutak

Jolee Murray
Jolee Murray

Angel Trinidad
Angel Trinidad

Wanda Piver
Wanda Piver

Rendol Whidden
Rendol Whidden

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was signed and sworn before me by the above-named individuals, who presented identification or are personally known to me, on this 7th day of April, 2002.

Sheryl R. Weisgarber
Notary Public
My Commission Expires:

